

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

NO SURFACE USE OIL AND GAS LEASE
(Paid-Up Lease)

This Oil and Gas Lease (this "Lease") is made on October 23, 2008, between Boyle Investment Company, a Tennessee corporation, (hereafter called "Lessor," whether one or more), whose address is 5900 Poplar Avenue, Suite 100, Memphis, Tennessee, 38119 and Vargas Energy, Ltd., (hereafter called "Lessee"), whose address is 4200 S. Hulen, Suite 614, Fort Worth, Texas, 76109.

1. Grant. In consideration of Ten Dollars and other consideration in hand paid, Lessor grants and leases exclusively unto Lessee the following described land (the "Land") in Tarrant County, Texas, for the sole purpose of exploring, drilling, and producing oil and gas and other products manufactured from oil and gas from the Land:

See Exhibit "A"

2. Primary Term. This Lease is for a term of two years from this date (called "Primary Term") and as long thereafter as oil or gas is produced in paying quantities from the Land or land pooled therewith or operations are being conducted on the Land or land pooled therewith as provided herein.

3. Minerals Covered. This Lease covers only oil and gas. The term "oil and gas" means oil, gas, and other liquid and gaseous hydrocarbons produced through a well bore.

4. Royalty.

(a) As royalties, Lessee agrees:

(1) To deliver free of cost to Lessor at the well(s) or to the credit of Lessor at the pipeline to which the well(s) may be connected, 25% (the "Royalty Percentage") of all oil and other liquid hydrocarbons produced and saved from the Land. At Lessor's option, which may be exercised from time to time and, which initially

shall be assumed as exercised by Lessor unless Lessor notifies Lessee in writing otherwise, Lessee shall pay to Lessor the same part of the market value at the well of oil and other liquid hydrocarbons of like grade and gravity prevailing on the day the oil and other hydrocarbons are sold from the Lease in the general area in which the Land is located.

(2) To pay to Lessor:

(i) On gas produced from the Land and sold by Lessee or used off the Land and to which the following subparagraphs (ii) and (iii) do not apply, the Royalty Percentage of the market value at the well, subject to the other provisions herein.

(ii) On gas produced from the Land that is processed in a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the higher of the Royalty Percentage of the market value of the gas at the inlet to the processing plant, or the Royalty Percentage of the market value of all processed liquids saved from the gas at the plant plus the Royalty Percentage of the market value of all residue gas at the outlet of the plant.

(iii) On gas produced from the Land that is processed in facilities other than a processing plant in which Lessee or an affiliate of Lessee has a direct or indirect interest, the Royalty Percentage of the market value at the plant of all processed liquids credited to the account of Lessee and attributable to the gas plus the Royalty Percentage of the market value of all residue gas at the outlet of the plant.

(b) The market value of gas will be determined at the specified location by reference to the gross heating value (measured in British thermal units) and quality of the gas. The market value used in the calculation of oil and gas royalty will never be less than the total proceeds received by Lessee or Lessee's affiliate, if any, in connection with the sale, use, or other disposition the oil or gas produced or sold. For purposes of this paragraph, if Lessee receives from a purchaser of oil or gas any reimbursement for all or any part of severance or production taxes, or if Lessee realizes proceeds of production after deduction for any expense of production, gathering, dehydration, separation, compression, transportation, treatment, processing, storage, or marketing, then the reimbursement or the deductions will be added to the total proceeds received by Lessee, except as set forth in (c) below.

(c) Lessor's royalty shall be calculated free and clear of costs and expenses for exploration, drilling, development and production, including, but not limited to, dehydration, storage, compression, separation by mechanical means and product stabilization, incurred prior to the oil, gas and other mineral production leaving the leased premises or prior to delivery into a pipeline or gathering system, whichever

occurs first; provided, however, (a) Lessee shall have free use of produced oil and gas for operations conducted on the leased premises or lands pooled therewith, and the royalties on oil and gas herein provided shall be computed after deducting any so used, and (b) Lessor's royalty shall bear its proportionate share of all ad valorem taxes and production, severance and other taxes and the actual, reasonable costs (including compression and related fuel charges) paid to or deducted by an unaffiliated third party to transport, compress, stabilize, process or treat the oil, gas and other mineral production off the leased premises in order to make the oil, gas and other mineral production saleable, increase its value or in order to get the oil, gas and other mineral production to a market.

(d) Lessor shall be paid the Royalty Percentage of all payments and other benefits made under any oil or gas sales contract or other arrangement, including take-or-pay payments and payments received in settlement of disputes; provided that if Lessor receives a take-or-pay payment or similar payment for gas that has not been produced, and if the gas purchaser "makes-up" such gas and Lessee is required to give such purchaser a credit for gas previously paid for but not taken, then Lessor will only receive its Royalty Percentage of any payments made by the gas purchaser for such make-up gas taken pursuant to the take-or-pay provision or similar provision.

(e) If gas produced from the Land is sold by Lessee pursuant to an arms-length contract with a purchaser that is not an affiliate of Lessee, and for a term no longer than that which is usual and customary in the industry at the time the contract is made, then the market value of the gas sold pursuant to the contract shall be the total proceeds received by Lessee in the sale, subject to the provisions of paragraphs 4(b) and (c) above.

(f) As used in this Lease, "affiliate" means (i) a corporation, joint venture, partnership, or other entity that owns more than fifty percent of the outstanding voting interest of Lessee or in which Lessee owns more than fifty percent of the outstanding voting interest; or (ii) a corporation, joint venture, partnership, or other entity in which, together with Lessee, more than fifty percent of the outstanding voting interests of both Lessee and the other corporation, joint venture, partnership, or other entity is owned or controlled by the same persons or group of persons.

(g) Unless there is a reasonable title dispute or question as to title, Lessee must disburse or cause to be disbursed to Lessor its royalty on production from a particular well not later than ninety (90) days after the end of the month of first sales of production. Thereafter, Lessee must disburse or cause to be disbursed to Lessor its royalty on production by the last day of the second month after the month in which production is sold. If not paid when due, Lessor's royalty will bear interest at the statutory rate from due date until paid, which amount Lessee agrees to pay.

(h) Acceptance by Lessor of royalties that are past due will not act as a waiver or estoppel of its right to receive interest due thereon unless Lessor expressly so provides in writing signed by Lessor. The royalty payment obligations under this Lease shall not be affected by any division order or the provisions of Section 91.402 of the Texas Natural Resources Code or any similar statute.

(i) The receipt by Lessee from a purchaser or a pipeline company of proceeds of production for distribution to Lessor will not result in Lessee acquiring legal or equitable title to Lessor's share of those proceeds, but Lessee will at all time hold Lessor's share of those proceeds for the benefit of Lessor. Notwithstanding the insolvency, bankruptcy, or other business failure of a purchaser of production from the Land or pipeline company transporting production from the Land, Lessee will remain liable for payment to Lessor for, and agrees to pay Lessor all royalties due Lessor together with interest if not timely paid.

5. Operations.

(a) If, at the expiration of the Primary Term, oil or gas is not being produced from the Land, but Lessee has commenced operations for the drilling of a well on the Land, or lands pooled therewith, the Lease will not terminate but will remain in effect for so long thereafter as operations are carried out with no cessation of more than 90 consecutive days, and if the operations result in the production of oil or gas, the Lease shall remain in force as otherwise provided herein. For the purposes of this Lease, the term "operations" means operations for any of the following: drilling, completing, reworking, fracturing, recompleting, deepening, plugging back, or repairing of a well in search of or in the endeavor to obtain, maintain, re-establish or enhance production of oil or gas with no cessation of more than 90 consecutive days.

(b) If, after the expiration of the primary term, production from any well shall cease for any cause, Lessee shall have 90 days from the cessation of production to commence, and thereafter prosecute drilling or reworking operations in a good faith attempt to restore production from the Land or lands pooled therewith with no cessation of more than 60 consecutive days, and if such operations result in production, this lease shall continue for so long as production in paying quantities continues or the lease is otherwise maintained in force.

(c) As a result of land development in the vicinity of the Land, governmental rules or ordinances regarding well sites, and/or surface restrictions as may be set forth in this Lease and/or other leases in the vicinity, surface locations for well sites in the vicinity may be limited and Lessee may encounter difficulty securing surface location(s) for drilling, reworking or other operations. Therefore, since drilling, reworking or other operations are either restricted or not allowed on the Land or

other leases in the vicinity, it is agreed that any such operations conducted at a surface location off of the Land or off of lands with which Land is pooled in accordance with this Lease, provided that such operations are associated with a directional well for the purpose of drilling, reworking, producing or other operations under the Land or lands pooled therewith, shall for purposes of this Lease be deemed operations conducted on the Land. Nothing contained in this paragraph is intended to modify any surface restrictions or pooling provisions or restrictions contained in this Lease, except as expressly stated.

6. NO SURFACE OPERATIONS/OFFSITE OPERATIONS.

NOTWITHSTANDING ANY LANGUAGE CONTAINED HEREIN TO THE CONTRARY, LESSEE HEREBY WAIVES AND RELEASES ALL SURFACE RIGHTS OF EVERY KIND AND NATURE ACQUIRED UNDER THIS LEASE, IF ANY. ACCORDINGLY, LESSEE SHALL NOT (I) CONDUCT ANY SURFACE OPERATIONS WHATSOEVER UPON THE LAND, (II) PLACE ANY PERSONAL PROPERTY, FIXTURES OR EQUIPMENT UPON THE LAND, OR (III) ENTER UPON THE SURFACE OF THE LAND FOR ANY REASON OR FOR ANY AMOUNT OF TIME; HOWEVER, THIS LIMITATION SHALL NOT AFFECT THE RIGHT OF LESSEE OR ITS SUCCESSORS AND ASSIGNS TO UTILIZE THE SUBSURFACE OF THE LAND OR ENGAGE IN DIRECTIONAL OR HORIZONTAL DRILLING ACTIVITIES OR OPERATIONS WHICH COME UNDER THE LAND AND/OR FROM POOLING IN ACCORDANCE WITH THIS LEASE, BUT IN NO EVENT MAY THE MINING OR DRILLING ACTIVITIES OR OPERATIONS PENETRATE THE LAND AT A DEPTH OF LESS THAN 1,000 FEET BELOW THE SURFACE. FURTHER, LESSEE WILL MEET ALL CITY ORDINANCES IN THE DRILLING OF WELLS FROM SURFACE LOCATIONS THAT OFFSET THE LAND, BUT IN NO EVENT SHALL LESSEE DRILL A WELL AT A SURFACE LOCATION THAT IS WITHIN 500 FEET OF THE LAND. THIS PROVISION SHALL SURVIVE TERMINATION OF THE LEASE.

7. Shut-in Royalty. At any time after the primary term, while there is a gas well on this Lease or on acreage pooled therewith capable of producing gas in paying quantities, but gas is not being sold, and this lease is not otherwise being maintained in full force and effect, Lessee shall pay or tender, as royalty, in advance an annual shut-in royalty of an amount equal to \$100 per acre covered by this Lease. Payment with respect to a well will be due within 180 days after (a) the well is shut-in or (b) the end of the primary term, whichever is the later date. All subsequent Shut-In Royalty payments will be due on or before the anniversary date of the date of the first Shut-In Royalty payment. While shut-in royalty payments are timely and properly paid, this Lease will be deemed to be held as a producing lease. The obligation of Lessee to pay shut-in royalty is a covenant and not a condition and, if Lessee, for any reason, should fail to make a shut-in royalty

payment on or before its due date, Lessor shall notify Lessee in writing of such failure and this Lease shall not terminate as a result of Lessee's failure to make a shut-in royalty payment unless Lessee fails to make such shut-in royalty payment within 30 days from the receipt of written notice from Lessor. The payment or tender of royalty under this paragraph may be made by the check of Lessee mailed or delivered to the parties entitled thereto on or before the due date.

Notwithstanding anything to the contrary contained in this lease, at the option of Lessee, which may be exercised by Lessee giving notice to Lessor, a well which has been drilled and Lessee intends to frac shall be deemed a well capable of producing in paying quantities and the date such well is shut-in shall be when the drilling operations were completed. Lessee's right to maintain this lease after the expiration of the primary term pursuant to shut-in gas royalty payments shall be limited to two (2) years cumulative.

8. Pooling. Lessee shall have the right to pool, as to any one or more formations, the Land with other land or leases in the vicinity thereof, to form pooled units for the production of oil and gas or either of them. Units pooled for oil shall not exceed 40 acres, plus a tolerance of 10%, and units for gas shall not exceed 320 acres. The unit will become effective when Lessee files in the Real Property Records of the county where the Land is located a document describing the pooled acreage and depths for the pooled unit. Lessee will deliver a copy of the document creating the unit to Lessor, upon request. Lessee may at its election exercise its pooling option before or after commencing operations. Operations for drilling on or production of oil or gas from any part of a pooled unit that includes land covered by this Lease shall be considered as operations on or production of oil or gas from the portion of the Land included in the pooled unit. There shall be allocated to the Land included in the unit that prorated portion of the oil and gas, or either of them, gas produced from the pooled unit that the number of surface acres of the Land included in the unit bears to the total number of surface acres included in the unit. Royalties shall be computed on the portion of production allocated to the Land.

9. Force Majeure. Should Lessee be prevented by reason of Force Majeure from complying with any express or implied covenant of this Lease (other than a requirement to pay money), from conducting drilling or reworking operations on the Land, or from producing oil or gas, then while so prevented, that covenant will be suspended; Lessee will not be liable for damages for failure to comply therewith; this Lease will be extended so long as Lessee is prevented from conducting drilling or reworking operations on or from producing oil or gas from the Land; and the time while Lessee is so prevented will not be counted against Lessee. "Force Majeure" means any Act of God, any federal or state law, any rule or regulation of governmental authority, or other similar cause (other than financial reasons).

10. **Warranties.** Lessor warrants title to the Land by, through and under Lessor, but not otherwise. If Lessor owns an interest in the Land less than the fee simple estate, then the royalties payable hereunder will be reduced proportionately. All royalty interest covered by this lease, whether or not owned by Lessor, shall be paid out of the royalty herein provided. Lessor's rights and interests hereunder shall be charged with any mortgages, taxes or other liens or interests against the Land, but Lessor agrees that Lessee shall have the right at any time to pay or reduce same for Lessor, either before or after maturity, and Lessee shall be subrogated to the rights of the holder thereof and authorized to deduct all amounts so paid from royalties or other payments which may become payable to Lessor and/or its successors and assigns under this Lease.

11. **Notices.** All notices will be deemed given and reports will be deemed delivered if sent by certified letter, return receipt requested, properly addressed and deposited in the United States Postal Service, postage prepaid, to Lessor and Lessee at the addresses shown above. Either party may designate a new address by proper notice to the other party.

12. **Insurance.** At all times while this Lease is in force, Lessee shall acquire and maintain insurance covering all of its operations on the Land, including any work performed on its behalf by contractors, subcontractors, and others, naming Lessor and related individuals and entities designated by Lessor as additional insureds. The policies shall include coverage for comprehensive general liability, for bodily injury and property damage, blowout and loss of well coverage, and coverage for any damage to the environment, including coverage for the cost of clean up and surface remediation. The coverage shall be in the minimum amount of \$5,000,000.

13. **Indemnity.** LESSEE AGREES TO INDEMNIFY AND HOLD HARMLESS LESSOR, AND LESSOR'S REPRESENTATIVES, SUCCESSORS, AND ASSIGNS AGAINST ALL EXPENSES, CLAIMS, DEMANDS, LIABILITIES, AND CAUSES OF ACTION OF ANY NATURE FOR NUISANCE, FOR INJURY TO OR DEATH OF PERSONS, AND FOR LOSS OR DAMAGE TO PROPERTY, OR ANY OF THEM, INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES, EXPERT FEES, AND COURT COSTS, CAUSED BY OR RESULTING FROM LESSEE'S OPERATIONS OR LESSEE'S MARKETING OF PRODUCTION FROM THE LAND OR ANY VIOLATION OF ANY ENVIRONMENTAL REQUIREMENTS BY LESSEE. AS USED IN THIS PARAGRAPH, THE TERM "LESSEE" INCLUDES LESSEE, ITS AGENTS, EMPLOYEES, SERVANTS, CONTRACTORS, AND ANY OTHER PERSON ACTING UNDER ITS DIRECTION AND CONTROL, AND ITS INDEPENDENT CONTRACTORS. LESSEE'S INDEMNITY OBLIGATIONS SURVIVE THE TERMINATION OF THIS LEASE.

14. Dispute Resolution. In the event of a dispute under this Lease, the parties agree to attempt to resolve the dispute through good faith mediation to be held in Tarrant County, Texas.

15. Lessor is granting rights to Lessee that Lessor would not grant to others. Therefore, prior written approval of Lessor is required for any transfer or assignment of this Lease by Lessee which consent shall not be unreasonably withheld.

16. Miscellaneous Provisions.

(a) In the event this Lease expires for any reason as to all or any part of the Land, Lessee shall, within 60 days thereafter, furnish Lessor with a written, recordable release covering all of the Land or that portion of the Land to be released.

(b) Nothing in this Lease negates the usual implied covenants imposed upon Lessee.

(c) Lessee will conduct all operations hereunder in compliance with the rules of the Railroad Commission of Texas and federal and state environmental laws and regulations.

(d) The terms "production" and "producing" mean production and producing in paying quantities. No obligation of Lessee to pay money under this Lease will be excused or delayed by reason of Force Majeure. Lessee's obligations to pay money under this Lease are to be performed in Tarrant County, Texas. Paragraph headings are used in this Lease for convenience only and are not to be considered in the interpretation or construction of this Lease. The execution or ratification by Lessor of any division order, gas contract, or any other document will not alter any provision of this Lease unless the intent to do so is expressly stated in the document.

(e) This Lease is binding upon and for the benefit of Lessor, Lessee, and their respective heirs, personal representatives, successors, and assigns.

(f) Lessor, or Lessor's agent, at Lessor's sole risk, shall have access to all wells, tanks and other equipment that services the Leased Premises at all times during any operations conducted by Lessee on the Leased Premises. Lessee agrees to furnish Lessor a daily drilling report with respect to all wells being drilled on the Leased Premises, or lands pooled therewith. During Lessee's regular office hours, Lessor shall have access to all information concerning the drilling, coring, testing and completing of all wells, and, and to all accounting books and records, production

charts, records and information concerning the production and marketing of oil and gas from lands covered by this Lease. Copies of all applications and reports filed by Lessee with the Texas Railroad Commission in connection with Lessee's operations hereunder shall also be mailed to Lessor simultaneously with Lessee's mailing of such applications and reports to the Texas Railroad Commission.

Executed on the date first written above.

LESSOR:

Boyle Investment Company

By: Augie Whichever

Title: Senior Vice President

LESSEE:

VARGAS ENERGY, LTD.

By Plover Production Company, LLC, its
sole General Partner

By: Crawford Edwards, President

STATE OF TENNESSEE

COUNTY OF SHELBY

Before me, a Notary Public of the state and county mentioned, personally appeared W. Cary Whitehead III, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Senior V.P. of Boyle Investment Company, a Tennessee corporation, the within named bargainer, and that he as such Senior V.P., executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Senior V.P..

WITNESS my hand, at office, this 23rd day of October, 2008

Pamela A. Matvija
Notary Public

My Commission expires:

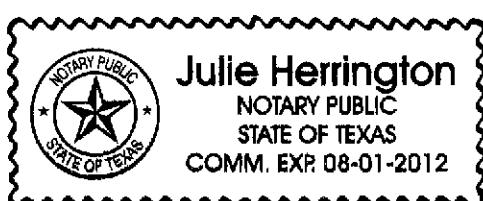
11/20/2011



STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me on the 5th day of November, 2008, by Crawford Edwards, President of Plover Production Company, LLC, sole General Partner of Vargas Energy, Ltd., a Texas limited partnership, on behalf of the partnership.



Julie Herrington
Notary Public, State of Texas

Exhibit A

PROPERTY DESCRIPTION

**Lot 14, Block 2R1
Ryan Southwest Addition**

Being a tract of land situated in the John Heath Survey, Abstract No. 641, the W. Houston Survey, Abstract No. 745, in the City of Fort Worth, Tarrant County, Texas, being all of Lot 14, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth, according to the plat recorded in Cabinet A, Slide 6461, Plat Records, Tarrant County, Texas and containing a calculated area of 36,671 square feet or 0.841 acres of land.

PROPERTY DESCRIPTION

**Lot 16, Block 2R1
Ryan Southwest Addition**

Being a 1.048 acre tract of land situated in the W. Houston Survey Abstract No. 745, in the City of Fort Worth, Tarrant County, Texas and being a portion of Lot 2, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 3307, Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with plastic cap marked Gorrondona Associates found in the most northerly east line of Lot 3, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 4007, Plat Records, Tarrant County, Texas, said iron rod being in the south right-of-way line of State Highway No. 183 (S.H. 183) (a variable width right-of-way), and being the southwest corner of Parcel 1-C described in the deed to the State of Texas recorded in Volume 14505, Page 42, Deed Records Tarrant County, Texas;

Thence South 61 degrees 06 minutes 57 seconds East, along said south line of Parcel 1-C and said south right-of-way line, a distance of 317.54 feet to a 5/8 inch iron rod with plastic cap marked Gorrondona Associates found for the southeast corner of said Parcel 1-C and being in the west line of Lot 11 Block 2R1, Ryan Southwest Addition an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 4940 Plat Records, Tarrant County, Texas;

Thence South 36 degrees 30 minutes 48 seconds West, at 6.00 feet passing the northwest corner of Lot 11R, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 5221 Plat Records, Tarrant County, Texas and with the northwest line of Lot 11R for a total distance of 221.97 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Assoc, Inc. set (hereinafter called 5/8 inch iron rod set) in a north line of Lot 4, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 4567, Plat Records, Tarrant County, Texas;

Thence North 13 degrees 16 minutes 47 seconds West, along a north line of said Lot 4, a distance of 51.09 feet to a 5/8 inch iron rod set;

Thence North 49 degrees 11 minutes 53 seconds West, along a north line of said Lot 4 at 25.80 feet passing the most northerly northwest corner of said Lot 4, same being a northeast corner of said Lot 3 and continuing with a north line of said Lot 3 for a total distance of 164.73 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Assoc. Inc. found;

Thence North 13 degrees 16 minutes 47 seconds West, with a north line of said Lot 3 a distance of 123.58 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Associates found at the beginning of a curve to the right having a central angle of 39 degrees 04 minutes 54 seconds, a radius of 29.50 feet, and chord bearing and distance of North 06 degrees 15 minutes 40 seconds East, 19.73 feet;

Thence in a northerly direction with an east line of said Lot 3 and along said curve to the right an arc distance of 20.12 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Associates found;

Thence North 25 degrees 48 minutes 07 seconds East, and along an east line of said Lot 3, a distance of 38.36 feet to the POINT OF BEGINNING and containing 45,661 square feet or 1.048 acres of land.

PROPERTY DESCRIPTION

Lot 17, Block 2R1
Ryan Southwest Addition

Being a 0.479 acre tract of land situated in the J.L. Hansborough Survey Abstract No. 748, in the City of Fort Worth, Tarrant County, Texas and being a portion of Lot 1R, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth according to the plat recorded in Cabinet A, Slide 3307, Plat Records, Tarrant County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with plastic cap marked Gorrondona Associates found in the northwest line of Lot 1R, Block 2R1, of said Ryan Southwest Addition and being the southwest corner of Parcel 1-D described in the deed to the State of Texas recorded in Volume 14505, Page 43, Deed Records Tarrant County, Texas;

Thence South 61 degrees 06 minutes 57 seconds East, along the south line of Parcel D and south right-of-way line of State Highway No. 183 (a variable width right of way) a distance of 294.40 feet to a 5/8 inch iron rod with plastic cap marked Gorrondona Associates found at the southeast corner of said Parcel 1-D and being in the west line of Tract 2 described in the deed to Land Rover L.T.D. recorded in Volume 12575, Page 797 of said Deed Records;

Thence South 21 degrees 48 minutes 53 seconds West, along the east line of Parcel 1-D, same being the west line of said Land Rover L.T. D. tract a distance of 28.37 feet to a 5/8 inch iron rod set with plastic cap marked Dunaway Assoc. Inc. for the southwest corner of said Tract 2;

Thence South 68 degrees 11 minutes 07 seconds East, along the south line of said Tract 2, a distance of 13.00 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Associates found for a northerly corner of Lot 3, Block 2R1, Ryan Southwest Addition, an addition to the City of Fort Worth as recorded in Cabinet A, Slide 4007, Plat Records, Tarrant County, Texas;

Thence South 21 degrees 48 minutes 53 seconds West, leaving the south line of said Tract 2, and along a northerly line of said Lot 3 a distance of 8.71 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Assoc Inc. found for corner;

Thence South 60 degrees 29 minutes 26 seconds West, continuing with a northerly line of said Lot 3, a distance of 31.57 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Assoc. Inc, found for corner;

Thence North 64 degrees 11 minutes 53 seconds West, continuing with a northerly line of said Lot 3 a distance of 291.30 feet to a 5/8 inch iron rod with plastic cap marked Dunaway Assoc. Inc. found in the west line of said Lot 1R Block 2R1, said point also being the most westerly northwest corner of said Lot 3;

Thence North 25 degrees 37 minutes 08 seconds East, with the said west line of Lot 1R, a distance of 77.88 feet to the POINT OF BEGINNING and containing 20,880 square feet or 0.479 acres of land.

together with:

a 5.018 acre (218,574 square feet) tract of land out of Lot 2, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of the Plat Records of Tarrant County, Texas, said Lot 2 being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Forth Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee and John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company, and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 5.018 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch iron rod found for an exterior ell corner in the northerly line of said Lot 2, said 1/2 inch iron rod being the northeast corner of a tract of land described as Tract No. 4 deeded to Land Rover, Ltd. as recorded in Volume 12575, Page 797 of said Deed Records of Tarrant County, Texas, said 1/2 inch iron rod also being in the existing southerly right-of-way line of State Highway No. 183 (a variable width right-of-way);

- (1) Thence South 64 degrees 51 minutes 10 seconds East, with the northerly line of said Lot 2 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 530.90 feet to a TXDOT monument found for the most northerly east corner of said Lot 2;
- (2) Thence South 22 degrees 11 minutes 22 seconds East, with the easterly line of said Lot 2 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 103.02 feet to a TXDOT monument found for the most southerly east corner of said Lot 2, said TXDOT monument being the Intersection of the existing southerly right-of-way line of said State Highway No. 183 with the existing northerly right-of-way line of Interstate Highway No. 20 (a variable width right-of-way), said TXDOT monument also being the beginning of a non-tangent curve to the right with a radius of 788.51 feet, a central angle of 45 degrees 27 minutes 21 seconds, and whose center bears North 61 degrees 09 minutes 23 seconds West;
- (3) Thence with said non-tangent curve to the right, with the southerly line of said Lot 2 and with the existing northerly right-of-way line of said Interstate Highway No. 20, an arc length of 625.57 feet to a 5/8 inch iron rod found for the southeast corner of Lot 11, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4940 of said Plat Records of Tarrant County, Texas, said 5/8 inch iron rod being 154.34 feet right of and at right angles to centerline station 639+00.50 of proposed Southwest Parkway;
- (4) Thence North 03 degrees 27 minutes 00 seconds West, with the east line of said Lot 11, passing at a distance of 615.51 feet a 5/8 inch iron rod found for an exterior ell corner of said Lot 11 and for the southeast corner of said Tract No. 4, in all, a distance of 700.96 feet to the POINT OF BEGINNING and containing 218,574 square feet or 5.018 acres of land, more or less.

together with:

a 0.452 acre (19,687 square feet) tract of land out of Lot 2, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of the Plat Records of Tarrant County, Texas, said Lot 2 being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company, and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 0.452 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod found for corner in the northerly line of said Lot 2, said 5/8 inch iron rod being the northwest corner of Lot 11, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4940 of said Plat Records of Tarrant County, Texas, said 5/8 inch iron rod also being in the existing southerly right-of-way line of State Highway No. 183 (a variable width right-of-way);

- (1) Thence South 35 degrees 55 minutes 35 seconds West, with the westerly line of said Lot 11, a distance of 70.39 feet to a right-of-way marker set for corner on the proposed right-of-way line of Southwest Parkway, from which a 5/8 inch iron rod found for corner in the westerly line of said Lot 11 bears South 35 degrees 55 minutes 35 seconds West, a distance of 221.96 feet, said right-of-way marker being 927.94 feet right of and at right angles to centerline station 630+66.90 of proposed Southwest Parkway;
- (2) Thence North 61 degrees 42 minutes 10 seconds West, with the proposed right-of-way of said Southwest Parkway, a distance of 317.54 feet to a right-of-way marker set for corner in the westerly line of said Lot 2, said right-of-way marker being in the easterly line of Lot 3, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4007 of said Plat Records of Tarrant County, Texas, from which a 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Fort Worth Texas" set for the beginning of a curve to left with a radius of 29.50 feet and a central angle of 39 degrees 04 minutes 23 seconds bears South 25 degrees 12 minutes 54 seconds West, a distance of 38.36 feet;
- (3) Thence North 25 degrees 12 minutes 54 seconds East, with a westerly line of said Lot 2 and with the easterly line of said Lot 3, a distance of 52.16 feet to the reconstructed northwest corner of said Lot 2, said reconstructed corner being in the existing southerly right-of-way line of said State Highway No. 183;
- (4) Thence South 64 degrees 46 minutes 20 seconds East, with the northerly line of said Lot 2 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 330.16 feet to the POINT OF BEGINNING and containing 19,687 square feet or 0.452 acres of land, more or less.

together with:

a 0.267 acre (11,614 square feet) tract of land out of Lot 1R, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of the Plat Records of Tarrant County, Texas, said Lot 1R being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company, and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843,

and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 0.267 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a point for the reconstructed northwest corner of said Lot 1R, said reconstructed corner being the northeast corner of Lot 1, Block 1 of said Ryan Southwest Addition, said reconstructed corner also being in the existing southerly right-of-way line of State Highway No. 183 (a variable width right-of-way);

- (1) Thence South 66 degrees 41 minutes 20 seconds East, with the northerly line of said Lot 1R and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 108.84 feet to a point for a reconstructed corner;
- (2) Thence South 64 degrees 46 minutes 20 seconds East, with the northerly line of said Lot 1R and with the existing southerly right-of-way of said State Highway No. 183, a distance of 181.92 feet to a point for a reconstructed exterior ell corner of said Lot 1R, said reconstructed corner being the northwest corner of a tract of land described as Tract No. 2 and deeded to Land Rover, Ltd. as recorded in Volume 12575, page 797 of said Deed Records of Tarrant County, Texas;
- (3) Thence South 21 degrees 13 minutes 40 seconds West, with an east line of said Lot 1R and with the west line of said Tract No. 2, a distance of 48.45 feet to a right-of-way marker set in the proposed right-of-way line of Southwest Parkway, from which a 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Forth Worth Texas" set for an interior ell corner of said Lot 1R and for the southwest corner of said Tract No. 2 bears South 21 degrees 13 minutes 40 seconds West, a distance of 28.37 feet;
- (4) Thence North 61 degrees 42 minutes 10 seconds West, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 294.40 feet to a right-of-way marker set for corner in the line of said Lot 1R, said right-of-way marker being in the easterly line of Lot 1, Block 1 of said Ryan Southwest Addition, from which a 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Fort Worth Texas" set for the northwest corner of Lot 3, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Texas as recorded in Cabinet A, Slide 4007 of said Plat Records of Tarrant County, Texas bears South 25 degrees 01 minutes 55 seconds West, a distance of 77.87 feet, said right-of-way marker being 1557.33 feet right of and at right angles to centerline station 627+94.73 of proposed Southwest Parkway;
- (5) Thence North 25 degrees 01 minutes 55 seconds East, with the westerly line of said Lot 1R and with the easterly line of said Lot 1, a distance of 28.93 feet to the POINT OF BEGINNING and containing 11,614 square feet or 0.267 acres of land, more or less.

together with:

a 3.943 acre (171,765 square feet) tract of land out of Lot 11, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4940 of the Plat Records of Tarrant County, Texas, said Lot 11 being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company, and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 3.943 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a reconstructed exterior ell corner in the south line of said Lot 11, said reconstructed exterior ell corner being in the existing north right-of-way line of Interstate Highway No. 20 (a variable width right-of-way);

- (1) Thence North 01 degrees 34 minutes 19 seconds East, with the south line of said Lot 11 and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 39.99 feet to a TXDOT monument found for an interior ell corner of said Lot 11;
- (2) Thence North 88 degrees 41 minutes 07 seconds West, with the south line of said Lot 11 and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 111.22 feet to a 5/8 inch iron rod found for the southwest corner of said Lot 11, said 5/8 inch iron rod being in the south line of Lot 1R, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of said Plat Records of Tarrant County, Texas;
- (3) Thence North 26 degrees 22 minutes 47 seconds West, with the westerly line of said Lot 11, a distance of 37.53 feet to a 5/8 inch iron rod found for corner;
- (4) Thence North 54 degrees 04 minutes 25 seconds West, with the westerly said line of said Lot 11, a distance of 66.89 feet to a right-of-way marker set for corner in the proposed westerly right-of-way line of Southwest Parkway, from which a 1/2 inch iron rod found for an exterior ell corner in the westerly line of said Lot 11 bears North 54 degrees 04 minutes 25 seconds West, a distance of 271.40 feet, said right-of-way marker being 575.08 feet right of and at right angles to centerline station 638+67.68 of proposed Southwest Parkway, said right-of-way marker also being the beginning of a non-tangent curve to the left with a radius of 924.93 feet, a central angle of 24 degrees 36 minutes 40 seconds, and whose center bears North 31 degrees 34 minutes 31 seconds West;

- (5) Thence with said non-tangent curve to the left and with the proposed westerly right-of-way line of said Southwest Parkway, an arc length of 397.30 feet to right-of-way marker set for corner;
- (6) Thence North 40 degrees 18 minutes 01 seconds East, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 22.21 feet to a right-of-way marker set for corner;
- (7) Thence North 07 degrees 18 minutes 49 seconds East, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 97.52 feet to a right-of-way marker set for corner;
- (8) Thence North 30 degrees 17 minutes 24 seconds West, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 37.93 feet to a right-of-way marker set for the beginning of a non-tangent curve to the left with a radius of 1061.35 feet, a central angle of 15 degrees 11 minutes 26 seconds, and whose center bears South 59 degrees 58 minutes 12 seconds West;
- (9) Thence with said non-tangent curve to the left and with the proposed westerly right-of-way line of said Southwest Parkway, an arc length of 281.39 feet to a right-of-way marker set for corner;
- (10) Thence North 64 degrees 12 minutes 56 seconds West, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 20.13 feet to a right-of-way marker set for corner;
- (11) Thence North 61 degrees 42 minutes 10 seconds West, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 240.87 feet to a right-of-way marker set for corner, said right-of-way marker being in the east line of a tract of land described as Tract No. 3 and deeded to Land Rover, Ltd. as recorded in Volume 12575, Page 797 of said Deed Records of Tarrant County, Texas, from which a 5/8 inch iron rod found for an interior ell corner in a north line of said Lot 11 and for the southeast corner of said Tract No. 3 bears South 27 degrees 06 minutes 07 seconds West, a distance of 8.47 feet;
- (12) Thence North 27 degrees 06 minutes 07 seconds East, with a north line of said Lot 11 and with the east line of said Tract No. 3, a distance of 76.53 feet to a 1/2 inch iron rod found for an exterior ell corner in the north line of said Lot 11, said 1/2 inch iron rod being the northeast corner of said Tract No. 3, said 1/2 inch iron rod also being in the existing southerly right-of-way line of State Highway No. 183 (a variable width right-of-way);
- (13) Thence South 62 degrees 53 minutes 54 seconds East, with the northerly line of said Lot 11 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 267.00 feet to a 5/8 inch iron rod found for corner;

- (14) Thence South 64 degrees 48 minutes 52 seconds East, with the northerly line of said Lot 11 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 213.64 feet to a 1/2 inch iron rod found for the northeast corner of said Lot 11, said 1/2 inch iron rod being the northwest corner of a tract of land described as Tract No. 4 and deeded to Land Rover, Ltd. as recorded in Volume 12575, Page 797 of said Deed Records of Tarrant County, Texas;
- (15) Thence South 25 degrees 11 minutes 08 seconds West, with the east line of said Lot 11 and with the west line of said Tract No. 4, a distance of 75.00 feet to a 5/8 inch iron rod found for an interior ell corner of said Lot 11, said 5/8 inch iron rod being the southwest corner of said Tract No. 4;
- (16) Thence South 64 degrees 48 minutes 52 seconds East, with the east line of said Lot 11 and with the south line of said Tract No. 4, a distance of 57.24 feet to a 5/8 inch iron rod found for an exterior ell corner of said Lot 11, said 5/8 inch iron rod being the southeast corner of said Tract No. 4;
- (17) Thence South 03 degrees 27 minutes 00 seconds East, with the east line of said Lot 11, a distance of 615.51 feet to a 5/8 inch iron rod found for the southeast corner of said Lot 11, said 5/8 inch iron rod being in the existing north right-of-way line of said Interstate Highway No. 20, said 5/8 inch iron rod also being the beginning of a non-tangent curve to the right with a radius of 788.51 feet, a central angle of 17 degrees 04 minutes 03 seconds, and whose center bears North 15 degrees 42 minutes 02 seconds West;
- (18) Thence with said non-tangent curve to the right, with the south line of said Lot 11 and with the existing north right-of-way line of said Interstate Highway No. 20, an arc length of 234.88 feet to the POINT OF BEGINNING and containing 171,765 square feet or 3.943 acres of land, more or less.

together with:

a 0.210 acre (9,143 square feet) tract of land out of Lot 11, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4940 of the Plat Records of Tarrant County, Texas, said Lot 11 being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 0.210 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod found for the northwest corner of said Lot 11, said 5/8 inch iron rod being in the existing southerly right-of-way line of State Highway No. 183 (a variable width right-of-way), said 5/8 inch iron rod being in the northerly line of Lot 2, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of said Plat Records of Tarrant County, Texas;

- (1) Thence South 64 degrees 46 minutes 20 seconds East, with the northerly line of said Lot 11 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 113.07 feet to a TXDOT monument found for corner;
- (2) Thence South 62 degrees 53 minutes 54 seconds East, with the northerly line of said Lot 11 and with the existing southerly right-of-way line of said State Highway No. 183, a distance of 7.10 feet to a 1/2 inch iron rod found for an exterior ell corner of said Lot 11, said 1/2 inch iron rod being the northwest corner of a tract of land described as Tract No. 3 and deeded to Land Rover, Ltd. as recorded in Volume 12575, Page 797 of said Deed Records of Tarrant County, Texas;
- (3) Thence South 27 degrees 06 minutes 07 seconds West, with a west line of said Lot 11 and with the west line of said Tract No. 3, a distance of 75.98 feet to a right-of-way marker set for corner in the proposed westerly right-of-way line of Southwest Parkway, from which a 5/8 inch iron rod found for an interior ell corner of said Lot 11 and for the southwest corner of said Tract No. 3 bears South 27 degrees 06 minutes 07 seconds West, a distance of 9.02 feet;
- (4) Thence North 61 degrees 42 minutes 10 seconds West, with the proposed westerly right-of-way line of said Southwest Parkway, a distance of 130.94 feet to a right-of-way marker set for corner in the westerly line of said Lot 11, from which a 5/8 inch iron rod found for corner in the westerly line of said Lot 11 bears South 35 degrees 55 minutes 35 seconds West, a distance of 221.96 feet, said right-of-way marker being 927.94 feet right of and at right angles to centerline station 630+66.90 of proposed Southwest Parkway;
- (5) Thence North 35 degrees 55 minutes 35 seconds East, with the westerly line of said Lot 11, a distance of 70.39 feet to the POINT OF BEGINNING and containing 9,143 square feet or 0.210 acres of land, more or less.

together with:

a 0.218 acre (9,509 square feet) tract of land out of Lot 1R, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of the Plat Records of Tarrant County, Texas, said Lot 1R being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in

Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 0.218 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod found for the southwest corner of Lot 11, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 4940 of said Plat Records of Tarrant County, Texas, said 5/8 inch iron rod being in the south line of said Lot 1R, said 5/8 inch iron rod also being in the existing north right-of-way line of Interstate Highway No. 20 (a variable width right-of-way):

- (1) Thence North 88 degrees 41 minutes 07 seconds West, with the south line of said Lot 1R and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 128.80 feet to a point for a reconstructed interior ell corner of said Lot 1R;
- (2) Thence South 01 degrees 32 minutes 16 seconds West, with the south line of said Lot 1R and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 19.38 feet to a point for a reconstructed exterior ell corner of said Lot 1R;
- (3) Thence North 88 degrees 37 minutes 46 seconds West, with the south line of said Lot 1R and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 124.12 feet to a right-of-way marker set in the proposed right-of-way line of Southwest Parkway, said right-of-way marker being the beginning of a non-tangent curve to the left with a radius of 924.93 feet, a central angle of 12 degrees 31 minutes 58 seconds, and whose center bears North 19 degrees 02 minutes 33 seconds West;
- (4) Thence with said non-tangent curve to the left and with the proposed westerly right-of-way line of said Southwest Parkway, an arc length of 202.32 feet to a right-of-way marker set for corner in the westerly line of said Lot 11, from which a 1/2 inch iron rod found for an exterior ell corner of said Lot 11 bears North 54 degrees 04 minutes 25 seconds West, a distance of 271.40 feet, said right-of-way marker being 575.08 feet right of and at right angles to centerline station 638+67.68 of said proposed Southwest Parkway;
- (5) Thence South 54 degrees 04 minutes 25 seconds East, with the westerly line of said Lot 11, a distance of 66.89 feet to a 5/8 inch iron rod found for corner;
- (6) Thence South 26 degrees 22 minutes 47 seconds East, with the westerly line of said Lot 11, a distance of 37.53 feet to the POINT OF BEGINNING and containing 9,509 square feet or 0.218 acres of land, more or less.

together with:

a 0.085 acre (3,684 square feet) tract of land out of Lot 1R, Block 2R1 of Ryan Southwest Addition, an addition to the City of Fort Worth, Tarrant County, Texas as recorded in Cabinet A, Slide 3307 of the Plat Records of Tarrant County, Texas, said Lot 1R being deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P. by Special Warranty Deed dated January 17, 1997 and recorded in Volume 12643, Page 1602, and deeded by Milton T. Schaeffer to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 859, and deeded by Boyle Investment Company to Boyle-Fort Worth L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 851, and deeded by Thomas M., Helen McKee & John P. Ryan Foundation, Inc. to Boyle-Fort Worth L.P., Boyle Investment Company and Milton T. Schaeffer by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 843, and deeded by Boyle A.S. II, L.L.C. to Boyle-Fort Worth, L.P. by Special Warranty Deed dated November 7, 1996 and recorded in Volume 12575, Page 804 of the Deed Records of Tarrant County, Texas, said 0.085 acre tract of land being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Fort Worth Texas" set for the southwest corner of said Lot 1R, said 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Fort Worth Texas" being in the existing north right-of-way line of Interstate Highway No. 20 (a variable width right-of-way):

- (1) Thence North 44 degrees 38 minutes 09 seconds West, with the west line of said Lot 1R and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 24.15 feet to a right-of-way marker set for corner in the proposed right-of-way line of Southwest Parkway, from which a 5/8 inch iron rod with cap stamped "Gorrondon & Assoc Inc Fort Worth Texas" set for corner in the west line of said Lot 1R bears North 44 degrees 38 minutes 09 seconds West, a distance of 142.67 feet, said right-of-way marker being 2430.25 feet right of and at right angles to centerline station 641+35.52 of said proposed Southwest Parkway;
- (2) Thence South 88 degrees 30 minutes 37 seconds East, with the proposed right-of-way line of said Southwest Parkway, a distance of 135.83 feet to a right-of-way marker set for corner;
- (3) Thence South 83 degrees 40 minutes 55 seconds East, with proposed right-of-way line of said Southwest Parkway, a distance of 191.20 feet to a right-of-way marker set for corner in the south line of said Lot 1R, said right-of-way marker being in the existing north right-of-way line of said Interstate Highway No. 20;
- (4) Thence North 88 degrees 37 minutes 46 seconds West, with the south line of said Lot 1R and with the existing north right-of-way line of said Interstate Highway No. 20, a distance of 308.94 feet to the POINT OF BEGINNING and containing 3,684 square feet or 0.085 acres of land, more or less.



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FT WORTH TX 76109

Submitter: DANNA G HOBBS

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 11/12/2008 10:58 AM
Instrument #: D208425183
ORR 23 PGS \$100.00

By: _____



D208425183

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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